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March, 1962

FLORIDA ARCHITECT

OFFICIAL JOURNAL of the FLORIDA ASSOCIATION OF ARCHITECTS of the AMERICAN INSTITUTE OF ARCHITECTS, INC.





On Tampa Bay...

It's St. Petersburg in 1962 . . . and the

Convention's Host will be the Florida Central Chapter — whose red-coated hospitality in 1957 sparked a memorable meeting and established an attractive and unique new FAA tradition . . .

FAA

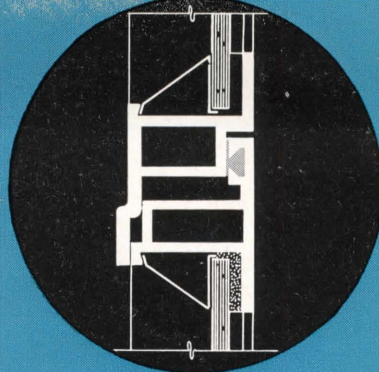


Headquarters of the FAA's 1962 Convention will be the Soreno Hotel, one of the largest and finest of Florida's west coast. It's convenient to all downtown St. Petersburg's facilities. It is also near the yacht harbor and commands a beautiful view of Tampa Bay. Best of all, it's roomy, comfortable and inexpensive!

48th ANNUAL FAA CONVENTION

NOVEMBER 8, 9, 10, 1962 — SORENO HOTEL — ST. PETERSBURG

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The Florida Architect

OFFICIAL JOURNAL OF THE FLORIDA ASSOCIATION OF ARCHITECTS

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Verna M. Sherman, Executive Secretary, 414 Dupont Plaza Center, Miami

THE COVER . . .

This is the University Avenue facade of the new University Lutheran Church at Gainesville. The building won for its architect, A. Wynn Howell, AIA, of Lakeland, a Merit Award at the FAA's 1961 Convention at Boca Raton. More data and illustrations of this prize-winning design appear on pages 9-11.

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VOLUME 12
 NUMBER 3 1962

THE FLORIDA ARCHITECT



NEW SHAPE IN CONCRETE

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We Need Better Procedures To Cover More Points

By **BERNARD W. HARTMAN, AIA,**

Past-president, Florida Northwest Chapter

Construction contracts are inherently infinitely more complex than are conventional sales contracts for services or manufactured goods. Too, the construction contract is peculiarly more subject to frequent minor—and sometimes major—modification during the period of its performance. Because of the many different interests which should be protected and the varying conditions of, and conditions under, which construction contracts are performed, it is likely that brevity and simplicity, in wording at least, will be virtually impossible to achieve in a truly adequate and equitable law.

Because of the complexity of the entire situation, it is logical to expect that less verbiage will be involved and a better integrated and more easily functioning law will result if this statute is designed to embody and precisely define all of the interests of all of the parties concerned. Attempting to write two or more individual pieces of legislation (each of which would be designed to accomplish a given segment of the whole) would be even more complex and would necessitate extensive cross-referencing and needless repetition. In the typical statute the laborer's rights are usually well covered in most situations. However, the interests, if any, of the following people—among others—are rarely clearly defined: materialmen dealing directly with the general contractor, materialmen deal-

ing with the subcontractor, materialmen dealing with other materialmen, subcontractors dealing with the general contractor, subcontractors dealing with other subcontractors, and those who frequently (but not nearly always) deal directly with the owner, such as architects, engineers, attorneys, certified public accountants, surveyors, feasibility and market report analysts, interior decorators, etc.

In pursuing this highly complex task, we should strive to create a procedure which is free of unnecessary red tape. Much of the construction contract work is now, and will continue to be, undertaken without benefit of any professional services, such as those of an architect, engineer, or attorney. Therefore, this statute should be designed to function properly and easily without the necessity of such professional services, except where prosecution of a lien or some similar action is involved. The court dockets are already seriously overloaded and, insofar as practicable, this statute should be written so as to obviate the need for civil action. Insofar as practicable, every contingency should be anticipated except where *res adjudicata* determinations exist and are both just and incontrovertible.

In order to legitimately limit the owner's liability and to facilitate the contract performance and payment, this law should, if possible, function so that (at least under certain cir-

cumstances—as, for example, in a bonded contract) professional services should not be required in order to check a contractor's books, paid bills, and payroll in order to ascertain what payments have been, or can be, properly made. Likewise, if possible, it should not be necessary for someone to check a schedule of values, or some other such contract-breakdown in order to search out and identify all unknown potential lienors.

Insofar as practicable, the necessary paper work should be brief, clear, concise and simple. These essential qualities should also be applicable to the methods of, and procedures for, establishing, maintaining and prosecuting a lienor's rights. It is axiomatic that such paper work, methods and procedures should be uniform for all parties at interest. There should be absolutely no doubt in the mind of the reader as to whether or not any specific action is mandatory; any action which is necessary to the proper or easy functioning of the statute should, of course, be obligatory.

Forms for notice of completion, notice of cessation (of work), labor and material payment bond, and all other forms indicated in the law should be statutory and designed to dovetail with one another. It is desirable—but undoubtedly impractical—that it be mandatory that the pre-

(Continued on Page 18)



A. G. Odell, Jr. and Associates of Charlotte are consulting architects on the exterior and the lobby. Design, Engineering and Construction by Engineering Department of R. J. Reynolds Tobacco Company.

Mo-Sai® PRECAST CONCRETE CURTAIN WALL PICKS UP

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Color Photography by Charles E. Talton.

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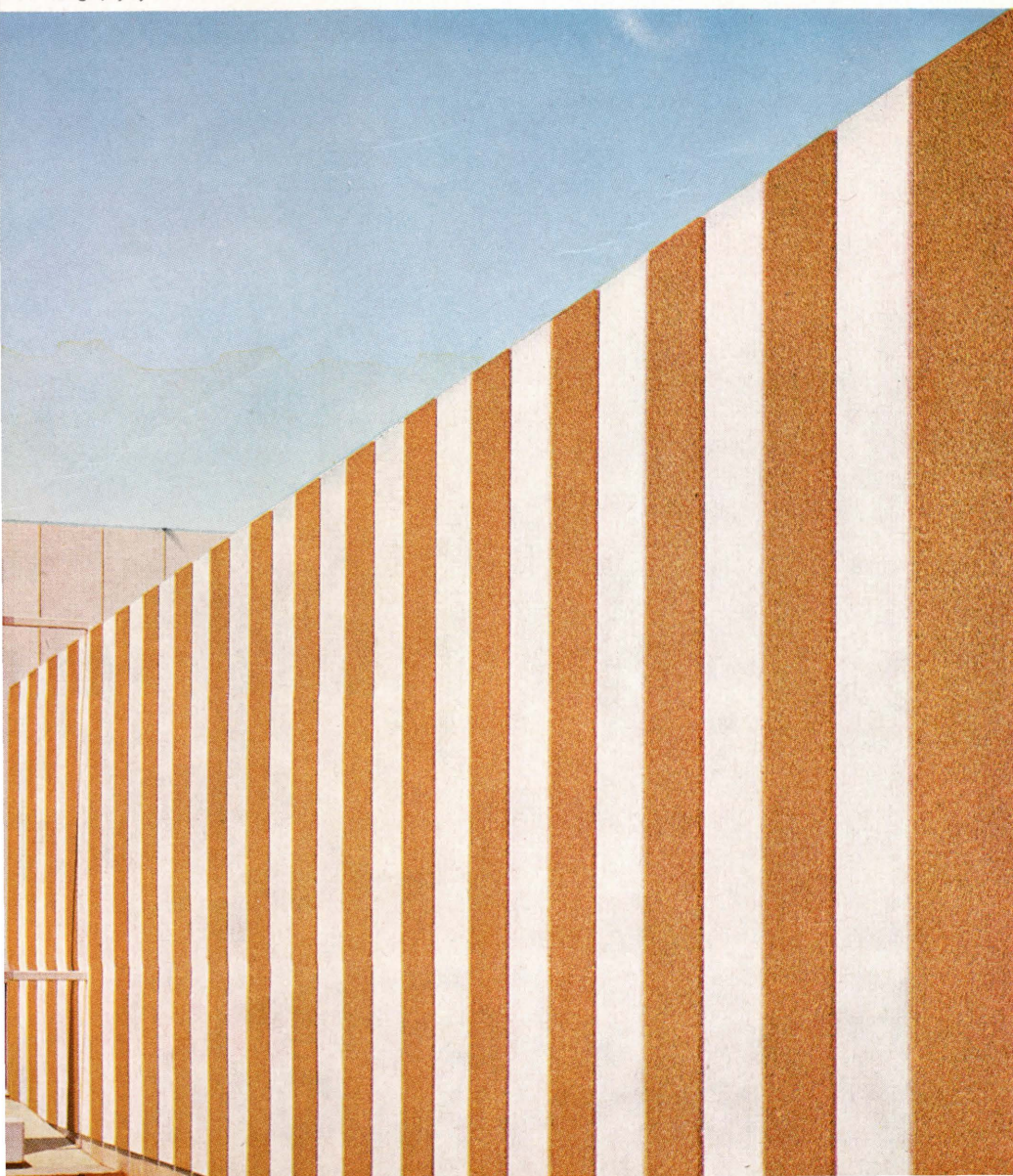
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Letters

Farsightedness . . .

EDITOR, F/A:

In the article (February issue) entitled "Creative Sculpture for Buildings," the author urges the use of sand-cast cement sculpture as a versatile and economic means of bringing art into public structures.

The author says, "... Somewhere there should be architects and artists who can work together toward this end." Florida architects may be interested to note that a Miami sculptor and a Miami architect have realized this relationship for a particular structure now under construction. A. HERBERT MATHES, AIA, designed the new Miami Beach Public Library which features a cylindrical auditorium, the exterior of which has been designed entirely of sand-cast cement relief panels by ALBERT VRANA, Coconut Grove sculptor.

We congratulate Sculptor Vrana and Architect Mathes, as well as the Miami Beach City Council, for their

farsightedness. Perhaps Florida can be a leader in the Renaissance approach to architecture as spelled out by ROBERT WILLSON in the F/A article.

JOAN (Mrs. John D.) GILL
Key Biscayne, Florida

Mid-year Graduates . . .

EDITOR, F/A:

Throughout our academic training *The Florida Architect* has served as an invaluable link to the profession. I would like to thank you on behalf of the Student Chapter here at Florida for your contribution to our knowledge of the profession of architecture.

Below is an alphabetical list of the February graduates:

LUIS CARLOS AVILAN (MA), Bogota Columbia, S. A.; HERBERT L. BANKS, Winter Park, Fla.; WALTER G. BERTOSI, Huntington, N. Y.; JOHN F. GROVES, Mt. Dora, Fla.; JAMES G. HUGHES, Winter Haven, Fla.; THOMAS R. HURLEY, Maitland, Fla.; JOHNNIE

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RICHARD E. COLE,
President, Student Chapter,
FAA, AIA
U/F, Gainesville

Cuban Architects . . .

EDITOR, F/A

I would like to inform you of the recent elections held by our Association for the year 1962. I am including the roster of the executive committee for your files.

CARLOS MENDOZA
President, Asociacion De
Arquitectos Cubanos En El Exilio

The new mailing address of the Association of Cuban Architects in Exile is P. O. Box 35-186, Miami 35, Florida. Newly elected officers are: President, CARLOS MENDOZA; First Vice President, EDGARDO MENESES; Second Vice President, ALFONSO CASTANON; Secretary, JAIME SALLES; Treasurer, ROBERTO GUEDES. The Association is an active component of the Association of Cuban Professionals in Exile; and the two delegates to that body are CARLOS MENDOZA and GUSTAVO MORENO.—Ed.

Attention Golfers . . .

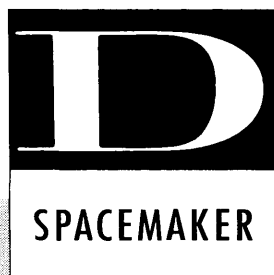
EDITOR, F/A:

We plan to have our 39th Annual Golf Tournament and Dinner for architects and architectural draftsmen at East Lake Country Club on Friday, June 8th this year, and we are looking forward to a large attendance and a good time.

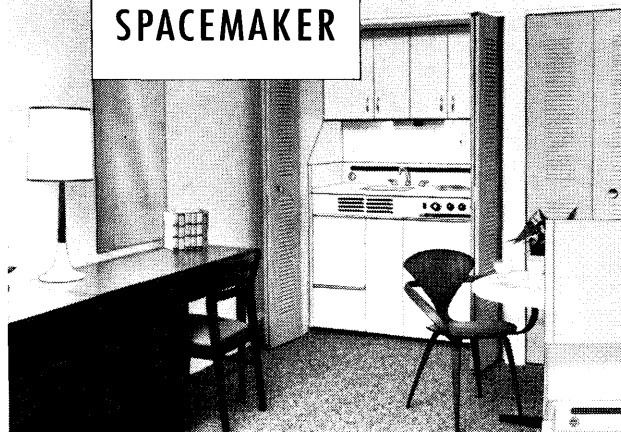
It will be appreciated if you will make mention of this in your magazine in ample time for the Florida architects to make their plans to be with us. You have given us this publicity in the past and it has been very helpful. Of course, formal invitations and programs will be mailed individually at the proper time—but this advance notice will be appreciated.

F. GRAHAM WILLIAMS,
Chairman,
F. Graham Williams Co.,
Atlanta, Georgia

Herewith the "advance notice" of a yearly event that has become almost a tradition among building professionals of the southeast. Better mark your calendar now. And a follow-up reminder will appear in a later issue.—Ed.



Dwyer compact
kitchens



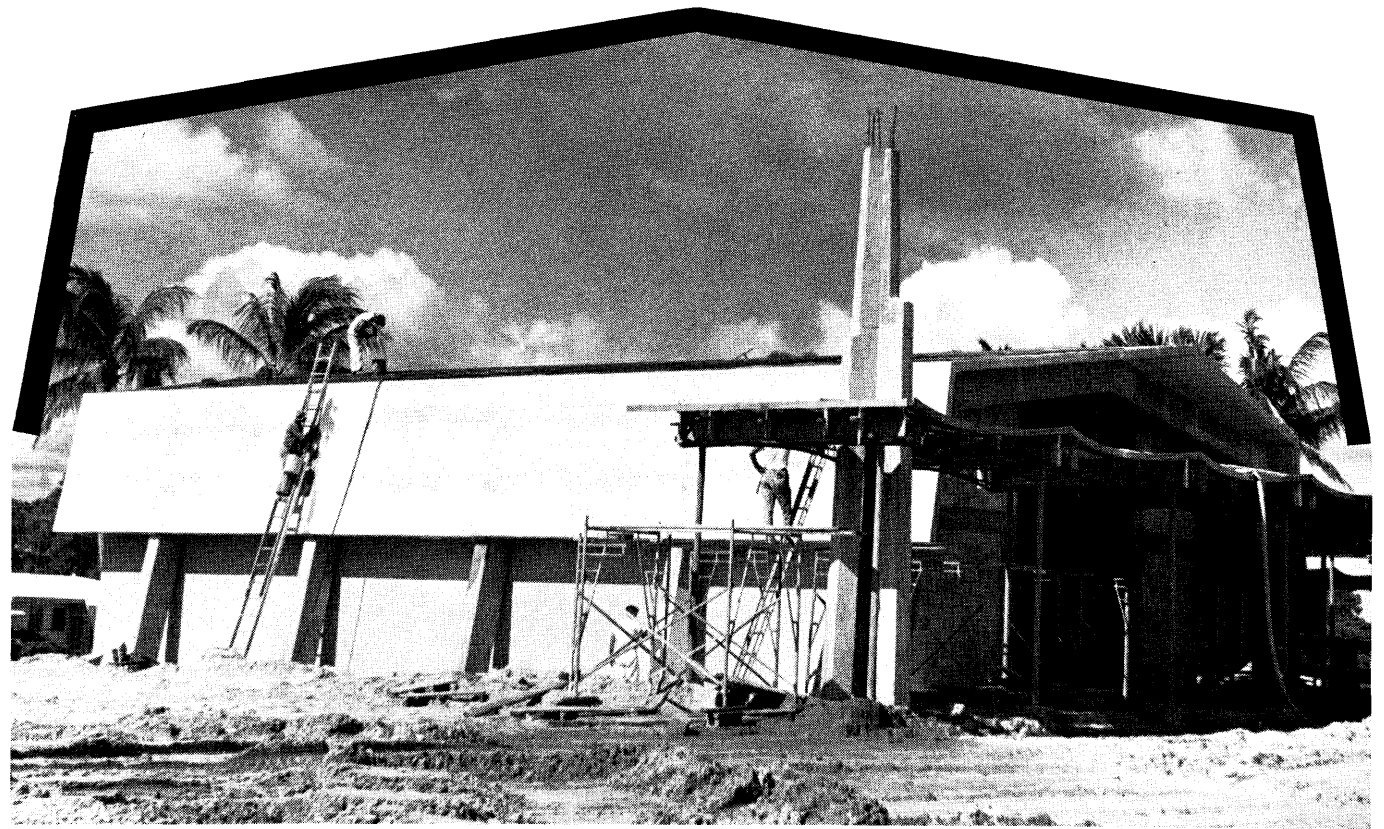
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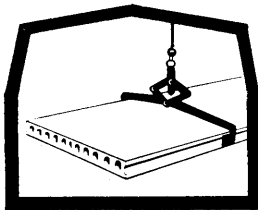
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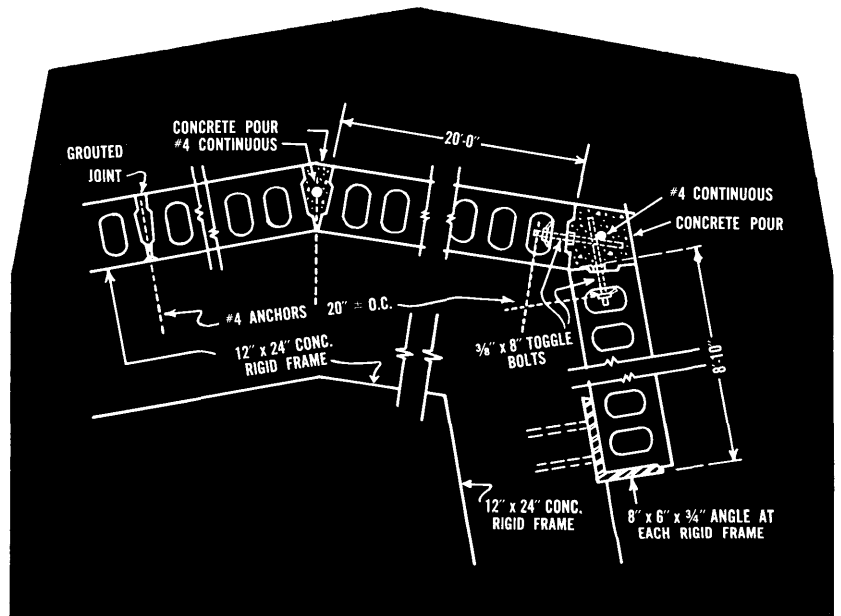


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In this instance, the architect selected HOUDAILLE-SPAN to achieve an economical, structurally sound and aesthetically satisfying edifice. Perhaps your next project can be improved through the application of HOUDAILLE-SPAN. We'd be pleased to discuss the possibilities with you.



The Ascension Lutheran Church, Boynton Beach, Florida. ARCHITECT: James Ferguson, Coral Gables. ENGINEER: Robert L. Crain Associates, Miami. CONTRACTOR: William Q. Hays, Boynton Beach.

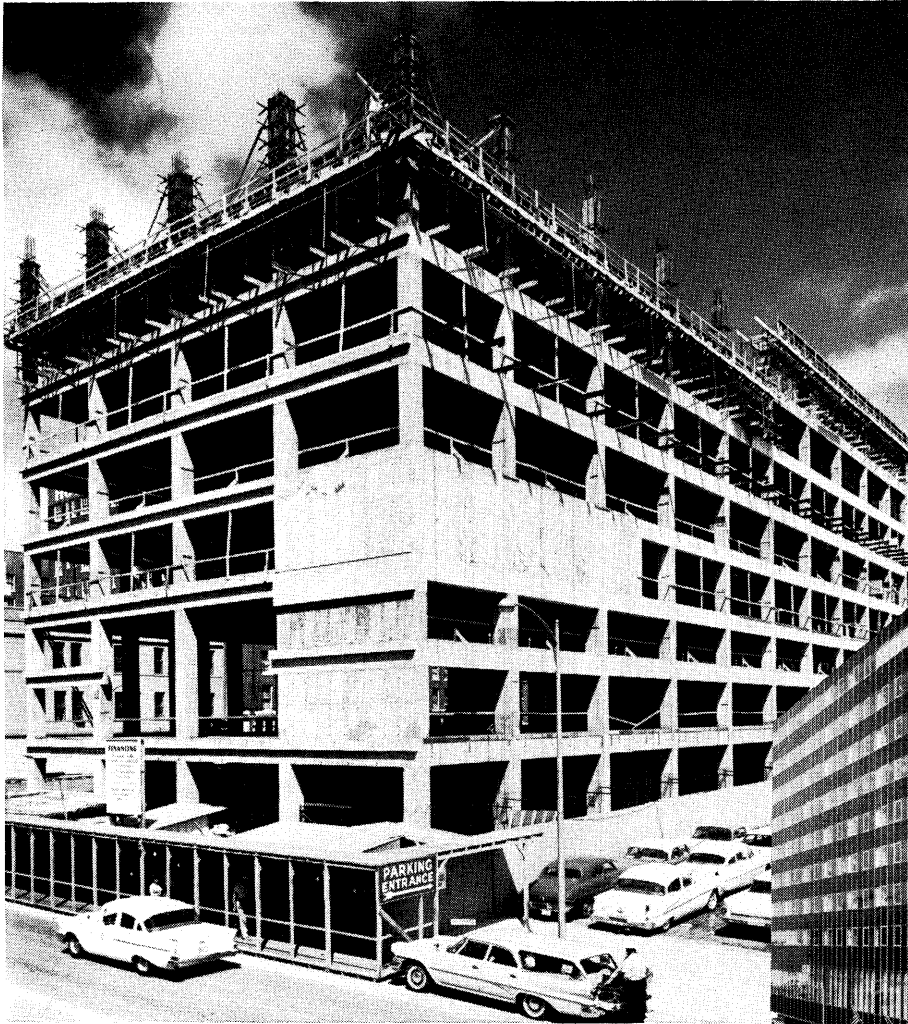
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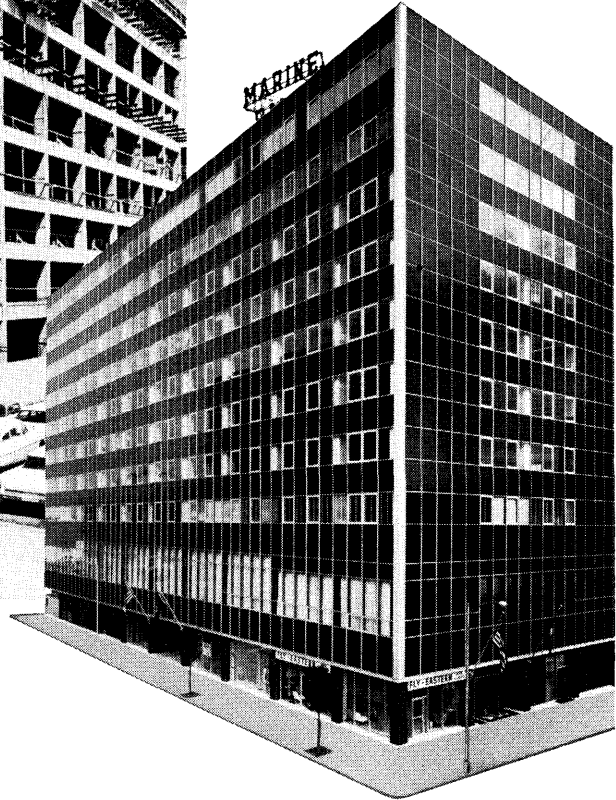
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1961 FAA Honor Awards Program

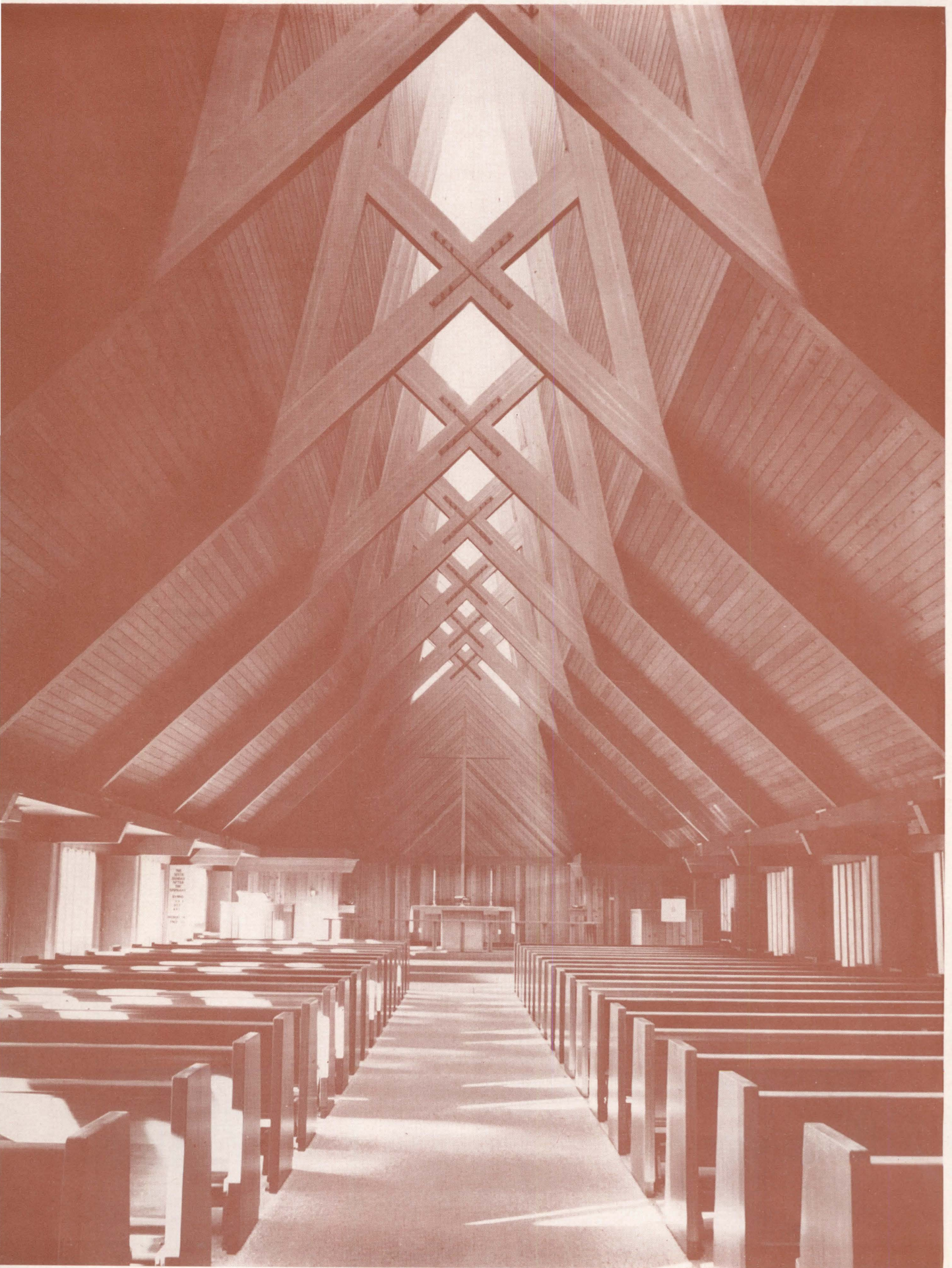
Merit Award

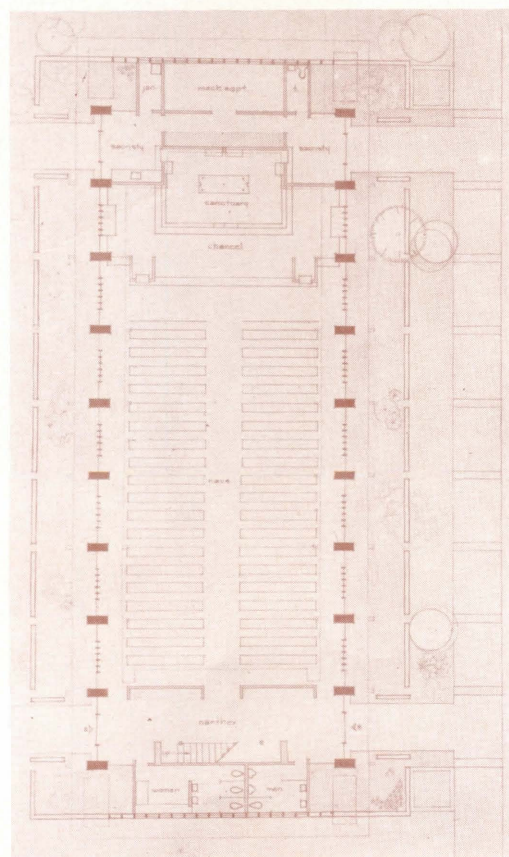
University Lutheran Church

A. WYNN HOWELL
Architect

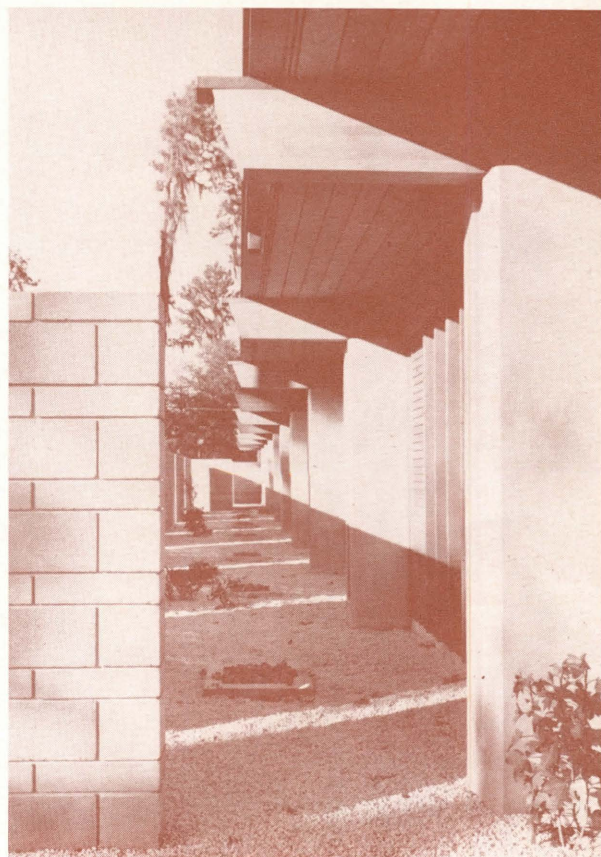
This church, first unit in a planned complex to serve a small parish and student group, is located in Gainesville on University Avenue across from the U/F campus. Various stages of the building program have been planned to appear whole and complete at any period of development. To achieve this continuing unity the total plan was based on a strict module. A one-directional structural system was established; and widths will be varied to suit three or more functions. Roof heights will vary to reflect space relationships. . . . Laminated fir beams used in the church will be used throughout the total complex — as will the type of cedar decking that roofs the church. But roofs of other buildings will be flat, thus marking the church as the dominating element in the completed complex. . . . Columns of the church are reinforced concrete; and the semi-enclosing walls are light-weight aggregate and regular gray concrete blocks laid in alternating courses. Floors are natural concrete, carpeted in the narthex, aisles and chancel. . . .



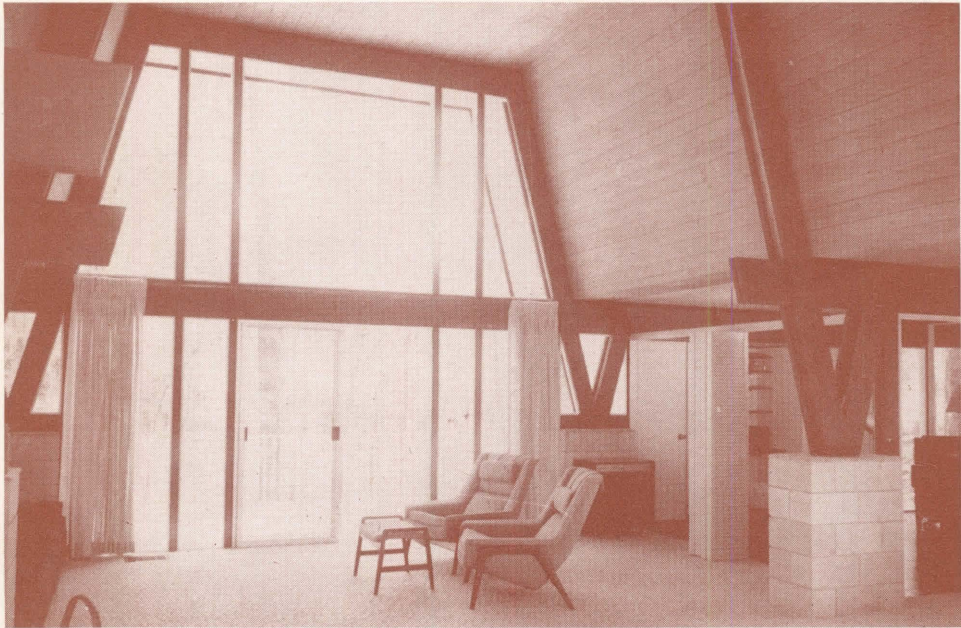




In lieu of windows, bays between columns are filled with clear fixed glass separated by wood mullions and flanked by red-wood shutters for natural ventilation. The church is completely air-conditioned.

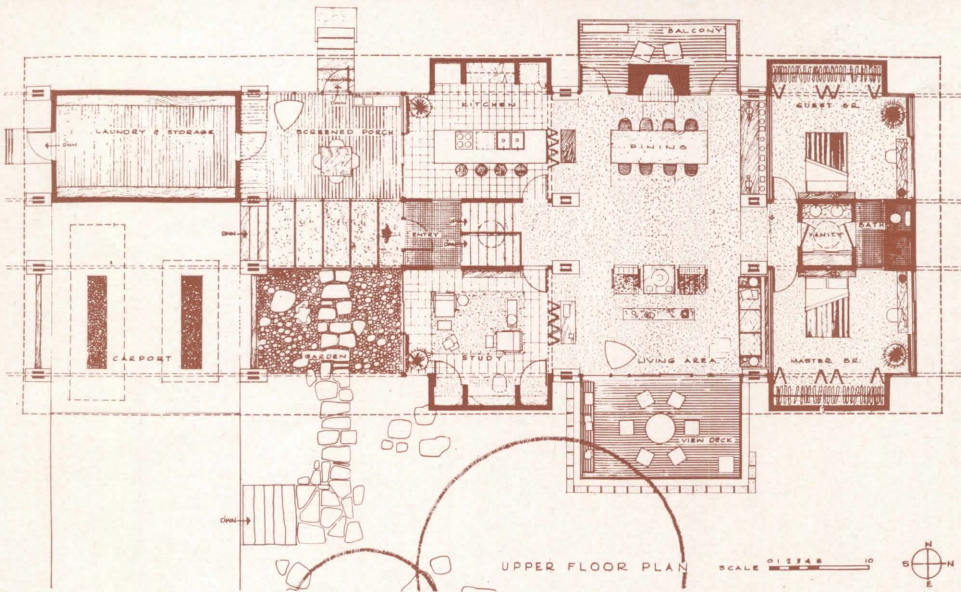


Residence for Mr. & Mrs. W. M. Gresham . . .

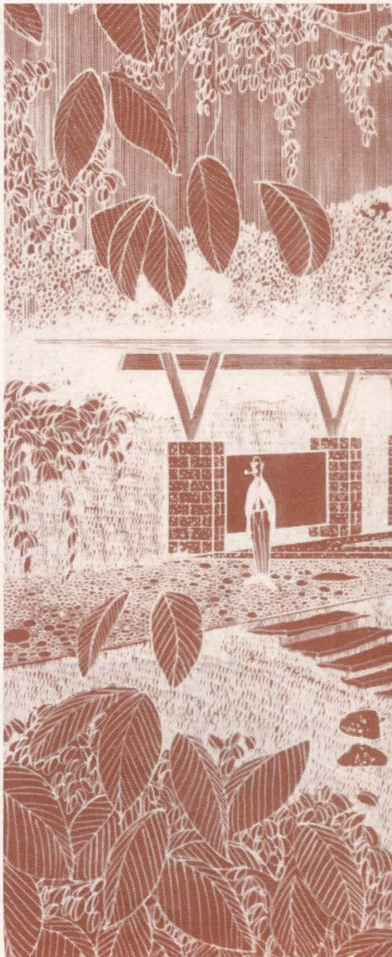
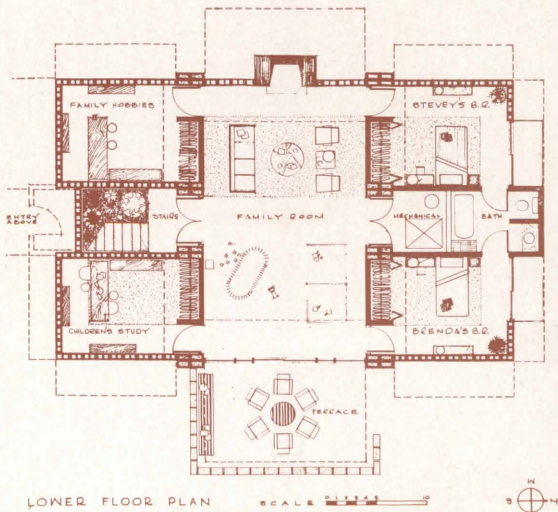


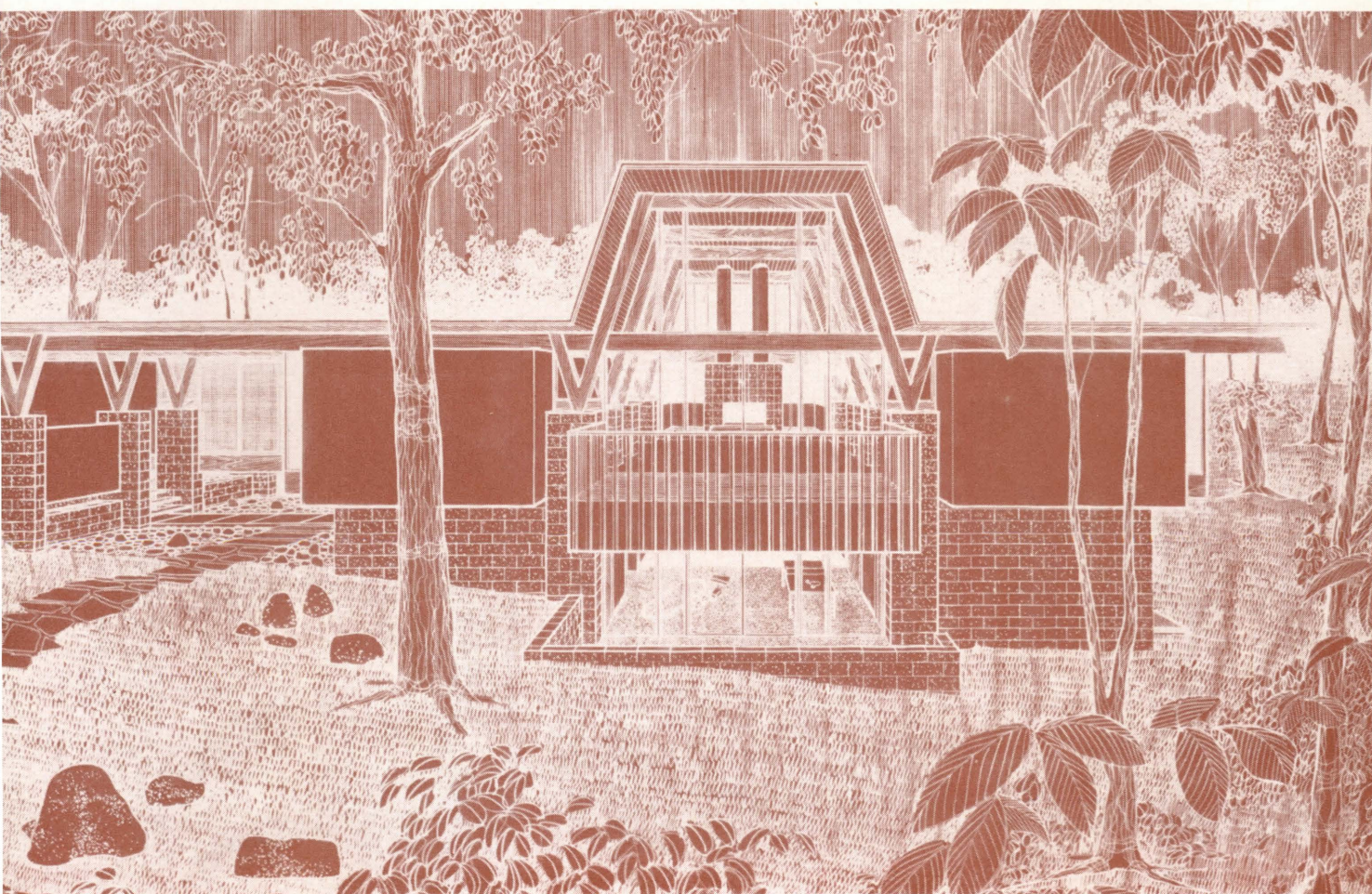
*Merit
Award*

J. DON ALFORD
Architect



The design of this house in Gainesville for a family of four grew from the client's wishes for informality, economy and adaptability of plan, large entertainment areas and segregation of children's living areas. It was also directly influenced by the character of the site — heavily wooded and sloping sharply toward a creek at the northeast corner . . . This was an "experiment in the use of simple, standard materials to achieve economically a great variation of related space". Exterior load-bearing walls and piers are exposed concrete block. Beams are double 2"x12"s, spaced apart with a 3/8" plywood strip, supported by truncated double 2"x8" columns springing from masonry piers. The result is a simple, efficient and dramatic structural system.





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Donald H. Moeller	Wm. R. Gomon	Charles Colwell	Walter Raymond	Forrest Coxen	Samuel Marshall	Frank H. Shuflin	A. Robert Broadfoot	George Tuttle	Jack S. Willson

NEW POLICY FOR COMMITTEE OPERATION

For the first time this year FAA Committees will consist of two sections. One — listed here by chapters — will be the "corresponding" section. The other section will be regarded as the "action" section.

The idea behind this new organizational set-up is to streamline committee activities, permit more frequent meetings of active committee personnel, and permit presentation of progress reports at FAA Board meetings.

Supervision of committee activities by FAA Vice Presidents is another element in the new committee organization. Each V-P has been assigned an ex-officio function on a group of committees; and it will be his responsibility to work with chairman and "action groups" in advancing segments of professional concern for which committees have been appointed.

The roster of committee personnel shown here include only the names of the committee chairmen, the vice-president to whom the committee has been assigned, and the "corresponding" members of FAA committees who are chairmen of the same committee at chapter level. At press time members of "action" sections of FAA committees had not been finally named. A roster of these members in an early future issue.

News & Notes

Office Practice Seminar Set For Miami, Mar. 24th

Co-Chairman EARL STARNES of the FAA Office Practice Committee has announced that the 1962 Seminar will be held March 24, from 10 AM to 4 PM at the Buildorama Mezzanine in Miami's Dupont Plaza Center. The general subject of the meeting will be "Expanded Service for Architects". It will be handled in three phases; and opportunity will be given for audience participation during a question and answer period.

Discussing the subject from the standpoint of the small office will be GEORGE T. HEERY, AIA, of the Athens, Ga., firm of Heery and Heery. Impacts of expanded professional service on large office operation will be explored by ROBERT F. HASTINGS, FAIA, partner in the Detroit firm of Smith, Hinchman & Grylls Assoc., Inc.

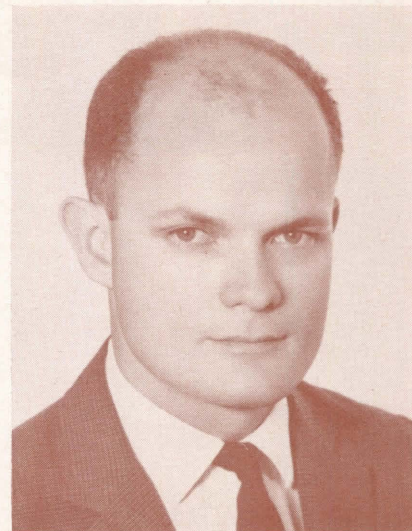
Importantly involved in any program for expanded architectural ser-

vice is the question of the AIA's mandatory standards of professional practice. Much committee work has been done on this subject at the national level; and the Seminar program will include a discussion of the proposed new AIA Standards by CLINTON GAMBLE, former Regional Director for Florida.

The Seminar will follow the meeting of the FAA Board scheduled for March 23rd. Invitations to attend will be sent to FAA membership from the office of the FAA's Executive Secretary.

Peace Corps Wants Volunteers

At least ten architects and city planners are wanted by the Peace Corps as volunteers in Tunisia. The immediate project is Tunisia's high-priority housing program, which, over the next ten years will absorb a quarter of that country's public investment. Similar projects are being developed for Gabon, Liberia, Somali,



Lester Pancoast, Florida South Chapter, has been elected president of the 1,000-member Coconut Grove Club, one of the most active civic groups in south Florida. He has been instrumental in recent efforts to maintain the traditionally residential character of Coconut Grove that opposed a rezoning for high-rise apartments.

Malaya and several Latin American countries.

For further information, potential Peace Corps volunteers should write to Peace Corps, Jules Pagano, Chief, Professional and Technical Division, Office of Public Affairs, Washington 25, D. C.

Honor Awards for Students Work...



John D. Shelton, third year student in architecture at the University of Miami, was a \$200 winner of the 1962 Reynolds Aluminum Prize for architectural students, administered by the AIA for the "best original design of a building component in aluminum." Pictured above during presentation of his award are, left to right, James E. Branch, AIA, chairman of U/M's department of architecture; Harry E. Jennings, manager of Reynolds Florida division; Shelton; John O. Grimshaw, AIA, president of the Florida South Chapter; and John E. Sweet, U/M professor of architectural engineering . . . Shelton also won a Merit Award for his design of a real estate office at the Student Exhibit of the 1961 FAA Convention. Other Convention award winners were: Dewitt Maclean, U/F, an Honor Award for a weekend retreat; Dick Cole, U/F, a Merit Award for his design of Studio D'Or; and Frank Leach, U/F, a Merit Award for a Commercial Plaza design. These student awards are scheduled for publication in an early future issue.

Personals . . .

JAMES T. LENDRUM, head of the U/F Department of Architecture, has been appointed by Administrator ROBERT C. WEAVER to an eight-man advisory committee for the Housing and Home Finance Agency. He will help advise the agency in carrying out the low-income program of the 1961 Housing Act.

JOHN P. DELOE, Mid-Florida Chapter, was recently the recipient of the Silver Beaver Award, given by the Boy Scouts of America to volunteer Scouters as its highest recognition of service at the Council level. He has had a long-time interest in Scouting and has served as Commissioner of the Brevard District.

FRANK McLANE, JR., and JOHN RANON, both members of the Florida Central Chapter, have announced the addition of two new associates, DONALD E. MCINTOSH and JACOB L. GOTTFRIED. The new firm name will be McLANE, RANON & ASSOCIATES.

(Continued on Page 18)

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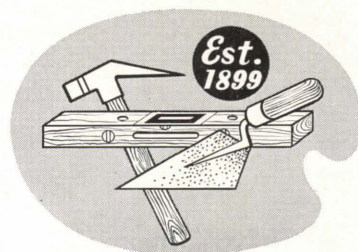
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News & Notes

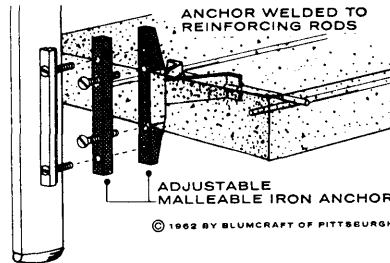
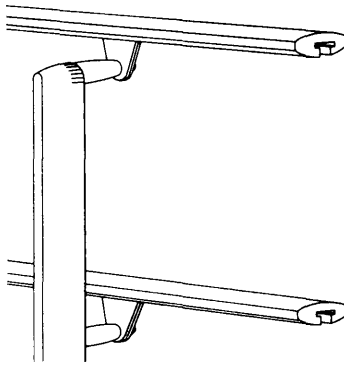
(Continued from Page 16)

The firm's new address is Riverside Professional Building, 205 W. Brorein Street, Tampa 6. The new phone number is 253-9659.

RICHARD BOONE ROGERS has moved into a new office at 511 North Mills Street, Orlando. His phone is GARDen 2-2104. His office was formerly at 516 East Central Avenue in Orlando.

New Anchorage for Stair Railings

Difficulties of providing adequate and adjustable anchorage for railings used in connection with contemporary thin, pre-cast concrete stairs can apparently be overcome through use of a new anchoring system recently developed by Blumcraft of Pittsburgh. Formerly railing anchorage involved either drilling the concrete and using expansion shields, or building steel anchors into the concrete and then tapping and drilling them on the job. Both methods require expensive field labor, which, if not highly skilled, can result in improper alignment of railing posts.



The new system involves use of pre-drilled malleable iron anchors that are welded to the reinforced steel in the concrete treads. As indicated in the sketch, elements of the anchor are adjustable to permit perfect alignment of posts. Use of the new system is said to provide extreme rigidity

even when posts are mounted at the extreme edge of stair treads. Also, the new system is said to allow a wide choice of railing and post design while maintaining the safety factor of sound structural support.

The new anchorage device was developed in recognition that a railing is only as strong as the method by which it is attached to the stair. Also it reflects an effort to reduce the costs of labor in field installations.

Lien Law...

(Continued from Page 4)

cise, exact wording of each form be followed by each party concerned whether or not the official form is used (i.e. on a labor and material payment bond form, for example, there should be no "fine print" attempting to modify the intent—or evade the letter—of the law). Perhaps the statute could require that only the statutory forms (printed by the state) be used.

(Continued on Page 21)



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Lien Law...

(Continued from Page 18)

If a statutory bond form is to be both equitable and workable, however, the law should insure the sureties' interests to a reasonable extent. For example, the law should require proper notification of the surety in the event of contract changes; otherwise, it would be obviously unfair to demand that the bond contain no rescission clauses or other attempts to limit the surety's liability.

It goes without saying that the law should be paragraphed and organized for simplicity and logical sequence. Complete and precise individual definitions should appear only once, and they all should occur only in the same section of the text. No "interpretations" should be left up to the reader and no ambiguities should be present. Any elaboration or clarification of a definition should be confined to the paragraph where the definition originally is made. Once a definition has been clearly stated (in the "definitions" section), it should be not further elaborated upon nor repeated (in whole or in part) anywhere in the text. Once any given word or particular grouping of words has been specifically defined throughout the text, that word or grouping should be used precisely as originally stated and without any further modification or modifying adjectives. For example, a "good and sufficient surety" is a common expression which is quite frequently—and unnecessarily—additionally "modified or repeated in part" in the text. Use of synonyms should be avoided as they serve only to confuse both issue and reader.

In fairness to all concerned, this statute should be of the "conditionally limited claims type." The "unlimited claims type" can be most unfair to the owner and the "claims limited to unpaid-contract-sum type" generally gives inadequate protection to the potential lienors.

A definite and precise priority-chain of interests (and/or "class" divisions) should be clearly established and 100 per cent complete. If any specific class(es) of liens are to be guaranteed 100 per cent settlement of their claims (as opposed to pro rata distribution throughout), then this should be specifically and completely clarified. Mechanic's liens should not, I believe, have preference

(Continued on Page 22)

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Lien Law...

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over liens of record prior to the execution of the construction contract involved.

When a contract is performed subsequent to the issuance and maintenance of a valid, proper surety bond, the time limit for filing a claim of lien should be shortened for each class of lien; and final payment should be permitted sooner than in the case of an unbonded contract. Possibly the bond should be written to act also as a "companion" to a performance bond which is functioning as a "maintenance bond" during the guarantee-warranty period. Ordinarily, we usually think of all lien rights as being terminated upon final payment of the contract—assuming all prior claims have been settled as of that date. However, it is easy to visualize a situation during the guarantee-warranty period where this might not be so—unless the statute is carefully worded. This brings to mind the fact that the Florida Statutes at present are somewhat vague as to whether or not there is a "statutory" guarantee period for construction contracts and, if so, how long it is. A question worthy of considerable thought is whether or not there should be a longer statutory guarantee period for a bonded than an unbonded construction contract.

The law should make quite clear whether or not demolition, reconditioning, alterations, repairs and landscaping—among others—are included as "construction work" under its definition. If demolition, for example, is not included in the definition of "construction work" and any material (such as lumber) is subsequently delivered to the job, who sits in judgment as to whether or not any part of that lumber is destined for "construction" as opposed to "demolition?" Delivery of material "to be used in construction," of course, typically symbolizes and establishes the "visible commencement of construction operations." This (and other unrelated) situation(s) could easily be further complicated in any case where the plans and specifications were so incomplete or inaccurate that they hindered, rather than aided, in clarifying the issue. Likewise, the distinction between installed items and removable items should be most pre-

cise. Title to removable items (or materials or manufactured items stored on site but as yet unincorporated into the work) should remain in, or revert to, the hands of their last legal owner in the event of a forced sale.

Some difficult situations and random thoughts follow. Although completely unorganized, they may serve to stimulate constructive thinking—but, if not, they will surely help to picture the intricate, complex nature of the problem at hand. For example, should the priority of a claim of lien be determined by the date the claim was filed—or the date the work was performed? Should the time limit for filing claims of lien run from the date of notice of completion—or from the date the individual last worked on the job? And would such work have to have been performed "on the site?" Whichever way these questions are answered, many interesting and complicated situations can be readily brought to mind.

Assume a pro-rata settlement is made and a given lienor decides he isn't satisfied with his share. Can he institute (and *collect* on) a personal action against the owner (or a surety) to recover the unsatisfied balance of his claim? This situation logically would most likely occur where the owner is endeavoring to act as his own contractor.

Assume two (or more) owners (other than husband and wife) in joint tenancy of a piece of real estate. Suppose that one of them, without the knowledge of the other(s), executes a construction contract and that a forced sale results in order to pay off lienor's claims. Are the unknowing owner's rights prejudiced—or is his original partial interest intact?

Assume a tenant enters into a construction contract without the owner's knowledge. How is the owner's liability for liens to be equitably defined and limited? What differences would result in the event that owner had prior knowledge of the contract? How would the situation (and the relative liabilities) change if the contract were signed by lessee rather than a tenant? The answers should, preferably, not be contingent upon the specific wording of the individual lease.

In the case of segregated contracts, would each such contract be recorded as a separate instrument? If so, it logically follows that all paper work,

notices, etc., would be multiplied by the number of such contracts. In the case of a group of unconnected buildings to be built on the same property for one owner, would it be necessary to handle each building with a separate contract? If not, would individual notices of completion, etc., be required? This situation frequently occurs in the relationship between a speculative volume builder and his subcontractors in the course of building large numbers of homes where times of both commencement and completion of operations vary drastically from unit to unit.

Assume that an unbonded contract (but where either the contract or a notice of commencement of work is filed for record) is being performed and that a subsequent contract change is made which materially increases the scope of the work. If the lien law requires that the change be recorded, and it is not, how are the rights of potential lienors affected? How about the owner's liabilities? How would the time for filing liens be affected? Fortunately, it is probable that this situation is unlikely to occur in a bonded contract.

All payments by and between all of the individuals involved should stipulate specifically what the payment is for and what job it is on. This is frequently not done today, particularly by smaller contractors when dealing with materialmen. Naturally, too, to keep an accurate accounting of each job it is necessary to specify on each purchase order and invoice exactly what items and quantities are for which job. Otherwise it would be impossible to ascertain the unpaid balance due on a job when a release of lien is requested or when the period for filing a lien is about to terminate.

Unless careful planning is used to prevent confusion, it is possible that claims of lien could "compound" themselves and present an untrue picture. Such a case could occur where a materialman was dealing with a subcontractor and they—and possibly each of their laborers—each filed separate liens on the identical piece of work. In the event that a subcontractor receives payment for his work, should he be obligated by law to use such of those funds as necessary to pay the materialman who supplied him with the material used in the subject job?

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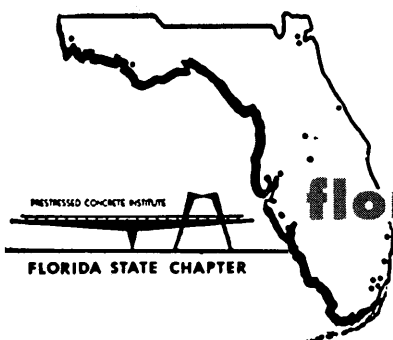
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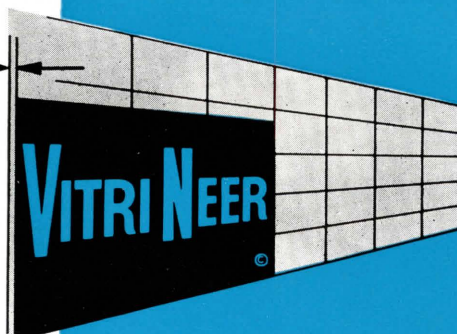


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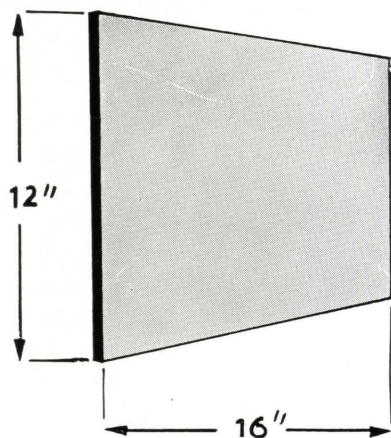
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